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from him until Oct., 1900, since which time she has neither heard from him nor been able to get any knowledge of his whereabouts. The plaintiff sues, as beneficiary in an insurance policy taken out by her husband in the defendant company, before he left for Washington, and bases her right of action of Comp. Laws, §1225, which establishes a presumption of death after seven years' unexplained absence. *Held,* that the letters were properly admitted in the evidence to strengthen the presumption of death, over the defendant's objection that they were between husband and wife and therefore privileged. *Samberg* v. *Knights of the Modern Maccabees* (1909), — Mich. —, 123 N. W. 25, 6 Det. Legal News, 677.

Letters passing between husband and wife, are communications within the meaning of the privileged communication rule. *Derham* v. *Derham,* 125 Mich. 109; *Wilkerson* v. *State,* 91 Ga. 729; *Scott* v. *Com.,* 94 Ky. 511; *State* v. *Ulrich,* 110 Mo. 350; *Lanctot* v. *State,* 98 Wis. 136; *Mitchell* v. *Mitchell,* 80 Tex. 101. In regard to communications between husband and wife, Comp Laws, §10213 provides, "nor shall either, during the marriage or afterwards, without the consent of both, be examined as to any communication, made by one to the other during the marriage." This privilege is the privilege of the person making the communication and can only be waived by him personally. After the death of the party making the communication, it can never be testified to. *Maynard* v. *Vinton,* 59 Mich. 139. Though the statute says "any communication," the Michigan court has held that it is but declaratory of the common law, and that only communications of a confidential nature are privileged. *Hagerman* v. *Wigent,* 108 Mich. 192. This interpretation of the statute is the one generally adopted. *Aveson* v. *Kinnaird,* 6 East 194; *Nolen* v. *Harden,* 43 Ark. 307; *Spitz's Appeal,* 56 Conn. 184; *Ger. Ins. Co.* v. *Paul,* 2 Ind. Ter. 625; *Crook* v. *Henry,* 25 Wis. 569; *Darrier* v. *Darrier,* 58 Mo. 222; *Troy Fertilizer Co.* v. *Logan,* 90 Ala. 325; *Reynolds* v. *State,* 147 Ind. 3; *Elswick* v. *Com.,* 13 Bush (Ky.) 155; *Babcock* v. *Booth,* 2 Hill (N. Y.) 181; *Stober* v. *McCarter,* 4 Ohio St. 513; *Seitz* v. *Seitz,* 170 Pa. St. 71; *Eddy* v. *Bosley,* 34 Tex. Civ. App. 116; *In re Buckman's Will,* 64 Vt. 313. The letters, in the case under discussion, were introduced merely to show the friendly relations existing between the husband and wife, at the time of the disappearance. In the following cases, "any communication," has been held to include all communications, whether confidential or not. *People* v. *Mullings,* 83 Cal. 138; *Com.* v. *Hayes,* 145 Mass. 289; *Newstrom* v. *St. Paul etc. R. Co.,* 61 Minn. 78; *Campbell* v. *Chace,* 12 R. I. 333; *Brewer* v. *Ferguson,* 11 Humph. (Tenn.) 565; *Hertrich* v. *Hertrich,* 114 Iowa 643.

HOMESTEAD—FRAUDULENT CONVEYANCE—RIGHT OF WIFE.—A member of a partnership contracted for the purchase of land, paying a portion of the purchase price and building a house on the premises. The partnership and both partners became insolvent and the wife of this member, with his consent, paid the remainder of the purchase price out of moneys borrowed on her personal note and took the title in her own name. The husband died before the settlement of the partnership affairs and the wife made application

for a homestead in the property used as a home. *Held,* no homestead can be allowed. *Dickenson et al.* v. *Patton et al.,* — Va. —, 65 S. E. 529.

A voluntary conveyance of land by an insolvent husband to his wife is void as to the husband's creditors. *Needles* v. *Ford et al.,* 167 Mo. 495, 67 S. W. 240. Purchase of property by the wife of an insolvent debtor is regarded as a suspicious circumstance until it is made to appear that the purchase is with her own money. *White* v. *Clasby,* 101 Mo. 162, 14 S. W. 180. But a wife has a right to purchase at a foreclosure sale against a husband and a deed to her in pursuance thereof is not fraudulent as to creditors in the absence of actual fraud. *Hesseltine* v. *Hodges,* 188 Mass. 247, 74 N. E. 319. The Virginia Code provides that a homestead will not be allowed "in any property, the conveyance of which by the homestead claimant has been set aside on the ground of fraud or want of consideration." Clause 7, Art. 3630, POLLARD'S CODE, 1904. A conveyance of realty as in fraud of creditors cannot be set aside without any evidence of fraud of the grantee. *Lary* v. *Pettit,* 55 App. Div. (N. Y.) 631. The principal case states that property cannot be set aside to the wife as a homestead which the husband could not have claimed as such during his lifetime, which is a well settled rule. But, where a conveyance is made or caused to be made by a husband to the wife for the purpose of placing the land beyond the reach of creditors the wife is not precluded thereby from claiming the homestead exemption, even against such creditors. 21 CYC. 471, 26n; *Orr* v. *Shraft,* 22 Mich. 260; *Edmonson* v. *Meacham,* 50 Miss. 34; *Backer* v. *Meyer,* 43 Fed. 702. The right of the wife to the homestead is a preferred right where the property is not encumbered for the purchase price. *Blair* v. *Thorp,* 33 Tex. 38. Homestead laws are to be liberally construed. *Quackenbush* v. *Reed,* 102 Cal. 493, 37 Pac. 755. It is, however, subjected to the payment to the extent of the husband's contribution. *Hamill* v. *Henry,* 69 Ia. 752, 28 N. W. 32. GRAVES, J., in *Orr* v. *Shraft,* supra, says: "If the husband chance to have an equitable interest in the homestead it makes no difference as to the interference by the creditors." There is difference of opinion between the various states as to the construction of homestead laws, some holding to the liberal and others to the strict construction (WASHBURN, REAL PROPERTY, Ed. 5, p. 356, §2) and Virginia seems to be among those construing them strictly.

INSURANCE—DEATH FROM INTOXICATING LIQUORS—WOOD ALCOHOL.—In an action on a life insurance certificate, *held,* that death caused from drinking wood alcohol taken for grain alcohol by mistake, is not death directly or indirectly from the use of intoxicating liquors. *Modern Woodmen of America* v. *Lawson* (1909), — Va. —, 65 S. E. 509.

Were it not for the settled policy of the courts to construe insurance contracts liberally so as to avoid a forfeiture if possible, (*Liverpool and London and Globe Insurance Company* v. *Kearney,* 180 U. S. 132; and *Baley* v. *Homestead Fire Insurance Company,* 80 N. Y. 21,) it would seem that there might be grounds for avoiding the insurance in the principal case. Although *liquor* was not the immediate cause of death, the *use of liquor* might be considered the impelling cause. The facts show that deceased was in the habit of drink-